

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA
U.S. COURTHOUSE
INDEPENDENCE MALL WEST
601 MARKET STREET
PHILADELPHIA PA 19106-1797

MICHAEL E. KUNZ
CLERK OF COURT

CLERK'S OFFICE
ROOM 2609
TELEPHONE
(215) 597-7704

May 2, 2005

Bidders List:

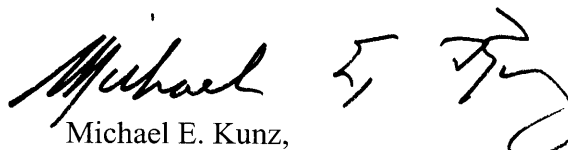
Re: Solicitation USDC-EDPA-05-006

Enclosed please find the open market Solicitation for Transcription Services for the U.S. District Court for the Eastern District of Pennsylvania at 601 Market Street, Philadelphia, PA; 900 Market Street, Philadelphia, PA; 504 Hamilton Street, Allentown, PA; and 4th and Washington Streets, Reading, PA.

Your attention is directed to the terms detailed within SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS and SECTION M -- EVALUATION FACTORS FOR AWARD. Questions may be submitted with the solicitation number in the subject field no later than May 27, 2005 via email to Mike_Sienkiewicz@paed.uscourts.gov. Answers to the questions will be posted on Federal Business Opportunities. No telephone questions will be answered.

Please send your responses to this solicitation to: U.S. District Court, Clerk's Office, 2225 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797, Attn: Michael Sienkiewicz. To be considered, responses must be received by 5:00 PM eastern standard time on Friday, June 17, 2005.

Sincerely,


Michael E. Kunz,
Clerk of Court

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER USDC-EDPA-05-006	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 05/02/2005	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY U.S. District Court, EDPA 2609 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797		8. ADDRESS OFFER TO (If other than Item 7) Same as # 7			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in U.S. District Court, 601 Market St Phila until 15:00 local time 06/17/2005
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Michael Sienkiewicz	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.	C. E-MAIL ADDRESS Mike_Sienkiewicz@paed.usci

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 CONTRACT PRICING

The Contractor shall provide transcription services for as specified in Section C of the contract at the rates defined below.

Prices for transcripts include the contractor providing one certified paper copy and an ASCII formatted electronic copy of the transcript delivered to Clerk of the Court as required by the Section C.

Contractor may charge prices for transcripts requested by the parties, including the United States government, at the rates which are set forth in Schedule B. The Contractor shall not add any transcript surcharges or service fees to the schedule rate.

Authentication and certification of each transcribed document is included in the prices below.

The price for ordinary postage shall be included in the prices set forth below. If a party requests accelerated delivery, the contractor may bill the party for the difference between ordinary postage costs and the cost for expedited delivery.

B.2 PRICE MANAGEMENT

The contractor shall agree that during the contract life, the prices set forth herein shall not exceed the contractor's commercial price list (including applicable commercial discounts). If at any time this should occur, the contractor shall immediately notify the Court's Contracting Officer and offer the lower prices for incorporation into this contract.

B.3 CONTRACT LINE ITEMS

CLIN 0001 - Base Period (October 1, 2005 through September 30, 2006)

<u>CLIN</u>	<u>Service</u>	<u>QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0001 AA	Ordinary Transcript Original Copy	per page		
0001 AB	Ordinary Transcript Copy to Each Party	per page		
0001 AC	Ordinary Transcript Each Additional Copy to Each Party	per page		

0001 AD	Expedited Transcript Original Copy	per page		
0001 AE	Expedited Transcript Copy to Each Party	per page		
0001 AF	Expedited Transcript Each Additional Copy to Each Party	per page		
0001 AG	Daily Transcript Original Copy	per page		
0001 AH	Daily Transcript Copy to Each Party	per page		
0001 AI	Daily Transcript Each Additional Copy to Each Party	per page		
0001 AJ	Hourly Transcript Original Copy	per page		
0001 AK	Hourly Transcript Copy to Each Party	per page		
0001 AL	Hourly Transcript Each Additional Copy to Each Party	per page		
0001 AM	Itemized Costs			

Base Year Monthly Recurring Price: \$ _____

CLIN 0002 - Base Period (October 1, 2006 through September 30, 2007)

<u>CLIN</u>	<u>Service</u>	<u>QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0002 AA	Ordinary Transcript Original Copy	per page		
0002 AB	Ordinary Transcript Copy to Each Party	per page		
0002 AC	Ordinary Transcript Each Additional Copy to Each Party	per page		
0002 AD	Expedited Transcript Original Copy	per page		
0002 AE	Expedited Transcript Copy to Each Party	per page		
0002 AF	Expedited Transcript Each Additional Copy to Each Party	per page		
0002 AG	Daily Transcript Original Copy	per page		
0002 AH	Daily Transcript Copy to Each Party	per page		
0002 AI	Daily Transcript Each Additional Copy to Each Party	per page		
0002 AJ	Hourly Transcript Original Copy	per page		
0002 AK	Hourly Transcript Copy to Each Party	per page		
0002 AL	Hourly Transcript Each Additional Copy to Each Party	per page		
0002 AM	Itemized Costs			

Option Period One Monthly Recurring Price: \$ _____

CLIN 0003 - Base Period (October 1, 2007 through September 30, 2008)

<u>CLIN</u>	<u>Service</u>	<u>QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0003 AA	Ordinary Transcript Original Copy	per page		
0003 AB	Ordinary Transcript Copy to Each Party	per page		
0003 AC	Ordinary Transcript Each Additional Copy to Each Party	per page		
0003 AD	Expedited Transcript Original Copy	per page		
0003 AE	Expedited Transcript Copy to Each Party	per page		
0003 AF	Expedited Transcript Each Additional Copy to Each Party	per page		
0003 AG	Daily Transcript Original Copy	per page		
0003 AH	Daily Transcript Copy to Each Party	per page		
0003 AI	Daily Transcript Each Additional Copy to Each Party	per page		
0003 AJ	Hourly Transcript Original Copy	per page		
0003 AK	Hourly Transcript Copy to Each Party	per page		
0003 AL	Hourly Transcript Each Additional Copy to Each Party	per page		
0003 AM	Itemized Costs			

Option Period Two Monthly Recurring Price: \$ _____

CLIN 0004 - Base Period (October 1, 2008 through September 30, 2009)

<u>CLIN</u>	<u>Service</u>	<u>QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0004 AA	Ordinary Transcript Original Copy	per page		
0004 AB	Ordinary Transcript Copy to Each Party	per page		
0004 AC	Ordinary Transcript Each Additional Copy to Each Party	per page		
0004 AD	Expedited Transcript Original Copy	per page		
0004 AE	Expedited Transcript Copy to Each Party	per page		
0004 AF	Expedited Transcript Each Additional Copy to Each Party	per page		
0004 AG	Daily Transcript Original Copy	per page		
0004 AH	Daily Transcript Copy to Each Party	per page		
0004 AI	Daily Transcript Each Additional Copy to Each Party	per page		
0004 AJ	Hourly Transcript Original Copy	per page		
0004 AK	Hourly Transcript Copy to Each Party	per page		
0004 AL	Hourly Transcript Each Additional Copy to Each Party	per page		
0004 AM	Itemized Costs			

Option Period Three Monthly Recurring Price: \$ _____

CLIN 0005 - Base Period (October 1, 2009 through September 30, 2010)

<u>CLIN</u>	<u>Service</u>	<u>QTY</u>	<u>Unit Price/Mo.</u>	<u>Total</u>
0005 AA	Ordinary Transcript Original Copy	per page		
0005 AB	Ordinary Transcript Copy to Each Party	per page		
0005 AC	Ordinary Transcript Each Additional Copy to Each Party	per page		
0005 AD	Expedited Transcript Original Copy	per page		
0005 AE	Expedited Transcript Copy to Each Party	per page		
0005 AF	Expedited Transcript Each Additional Copy to Each Party	per page		
0005 AG	Daily Transcript Original Copy	per page		
0005 AH	Daily Transcript Copy to Each Party	per page		
0005 AI	Daily Transcript Each Additional Copy to Each Party	per page		
0005 AJ	Hourly Transcript Original Copy	per page		
0005 AK	Hourly Transcript Copy to Each Party	per page		
0005 AL	Hourly Transcript Each Additional Copy to Each Party	per page		
0005 AM	Itemized Costs			

Option Period Four Monthly Recurring Price: \$ _____

SECTION C - STATEMENT OF WORK/SPECIFICATIONS

C.1 BACKGROUND (JAN 2003)

The District Court Clerk's Office for the Eastern District of Pennsylvania, 2609 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797 hereafter referred to as the Clerk's Office, requires transcription services for analog and digital electronic sound recordings for the main District Court Clerk's Office at the Federal Courthouse, 601 Market Street, Philadelphia, PA 19106 and for the divisional offices located at the Cahn Courthouse and Federal Building, 504 Hamilton Street, Allentown, PA 1810; The Madison Building, 4th and Washington Streets, Reading, PA; and the Nix Federal Building, 900 Market Street, Philadelphia., PA . The Contractor shall furnish labor and materials including office space and equipment to completely and promptly perform the work at prices specified in Section B of this contract.

The Contractor shall furnish the services specified herein in strict accordance with the conditions, requirements, and specifications of this contract, including the incorporated technical proposal of the Contractor, as accepted by the Government. All references to time of day in this document are in eastern standard time.

C.2 GENERAL REQUIREMENTS AND SPECIFICATIONS (JAN 2003)

The Contractor shall provide the services under this contract as directed by each individual task order.

C.2.1 BASIC SERVICE CAPABILITIES

The Contractor shall provide the following:

Transcription services of analog and digital recordings for the Philadelphia, Allentown and Reading Offices. The delivery schedule for written transcripts shall be specified on each individual task order as follows:

Ordinary - delivery within a maximum of thirty (30) calendar days

Expedited - delivery within a maximum of seven (7) calendar days

Daily - delivery following adjournment and prior to the normal opening hour of the Court on the following morning, whether or not it actually is a Court day

Hourly - delivery within a maximum of (2) hours.

Transcription services of proceedings from analog audio tape.

Transcription services of proceedings from analog and digital video tape.

Transcription services of proceedings from other digital video sources such as a CD or DVD.

Transcription services of proceedings from FTR Gold digital audio.

Contractor shall not include any statement or symbol on a transcript that would lead one to believe the transcript is protected by copyright. Transcripts produced from records of proceedings in the United States Courts are in the public domain and are not protected by copyright. The transcripts may be used, reproduced, and distributed by attorneys, parties, and the general public without limitation and without additional compensation to the Contractor.

Contractor shall deliver one (1) certified copy of each transcript prepared under each transcript order to the Clerk of Court for the public records of the Court per Section B within three (3) working days after delivery to the requesting party.

Contractor shall deliver an ASCII formatted electronic copy of each original transcript filed with the Court.

C.3 SERVICE PERFORMANCE PARAMETERS

Contractor shall be approved by the Administrative Office of the U.S. Courts or other equivalent state or professional test-based credentials and experience to perform transcription services in the United States Courts.

Contractor shall have the capability to transcribe at least 300 pages per day with a maximum requirement of 500 pages per day.

Contractor shall have the capability to provide transcripts via e-mail, ASCII formatted disc and minu-script to the Court and ordering parties.

Contractor shall pickup available media (audio tape, video tape/disk, and CD with FTR Gold files) from the Philadelphia Federal Courthouse for ordinary and expedited transcript orders.

Contractor shall pickup available media (audio tape, video tape/disk, and CD with FTR Gold files) when a task order is placed from the Philadelphia Federal Courthouse, Nix Federal Building, Allentown Courthouse and Federal Building, and the Madison Building in Reading for Daily and Hourly transcript orders. For Daily and Hourly transcript orders using audio tapes, Contractor shall pickup audio tapes for proceedings which take place in Allentown, Reading or Nix Building in Philadelphia from the courthouse in Allentown, Reading or Philadelphia where the proceeding takes place. For Daily and Hourly transcript orders using video tape or FTR Gold, Contractor shall pick up media from the Philadelphia Federal Courthouse.

Contractor may request prepayment of fees before beginning transcript preparation, except Contractor shall not request prepayment by the United States government.

Delivery shall take place upon physical receipt of the transcript by the Clerk of Court or his designee. The Contractor shall bear sole responsibility for ensuring delivery to the Court.

C.4 TRANSCRIPT PARAMETERS

The Contractor shall provide transcripts which adhere to the following criteria:

The format standards for paper transcript incorporate government standards for archival materials, as well as assure that all transcripts produced in federal courts is produced on the same basis, whether by official staff, contract, or substitute reporters, or by transcription companies.

Size. Paper size is to be 8-1/2 X 11 inches.

Weight. The weight of paper is to be at least 13 pounds for both originals and copies.

Type. The paper type for both originals and copies is to be of chemical wood or better quality.

Color. White paper is to be used for both originals and copies.

Black ink is to be used for both originals and copies.

The use of preprinted solid left and right marginal lines is required. The use of preprinted top and bottom marginal lines is optional. All preprinted lines must be placed on the page so that text actually begins 1-3/4 inches from the left side of the page and ends 3/8 inch from the right side of the page.

Each page of transcription is to bear numbers indicating each line of transcription on the page.

Type Size. The letter character size is to be 10 letters to the inch. This provides for approximately 63 characters to each line. (Type should be letter quality.)

Number of Lines per Page. Each page of transcription is to contain 25 lines of text. The last page may contain fewer lines if it is less than a full page of transcription. Page numbers or notations cannot be considered part of the 25 lines of text.

An exception to the above requirement of 25 lines of text will be allowed when daily or hourly transcript of jury trials is produced and the exception is approved by the presiding judicial officer. The exception allows a page break before and after sidebar conferences, bench conferences, and hearings on motions. Court reporters are required to reduce the page count for billing purposes by one-half page for every page of transcript which includes a sidebar conference, bench conference, or hearing on motions that is marked by such a page break. This modification will make it easier for a judge to provide portions of a transcript to a jury for review.

Margins. Typing is to begin on each page at the 1-3/4 inch left margin and continue to the 3/8 inch right margin.

Spacing. Lines of transcript text are to be double spaced.

Upper/Lower Case. Upper and lower case is preferred but all upper case may be used.

Indentations:Q and A. All "Q" and "A" designations shall begin at the left margin. A period following the "Q" and "A" designation is optional. The statement following the "Q" and "A" shall begin on the fifth space from the left margin. Subsequent lines shall begin at the left margin. Since depositions read at a trial have the same effect as oral testimony, the indentations for "Q" and "A" should be the same as described above. In the transcript, each question and answer read should be preceded by a quotation mark. At the conclusion of the reading, a closing quotation mark should be used.

Indentations Colloquy:. Speaker identification shall begin on the tenth space from the left margin followed directly by a colon. The statement shall begin on the third space after the colon. Subsequent lines shall begin at the left margin.

Indentations Quotations. Quoted material other than depositions shall begin on the tenth space from the left margin, with additional quoted lines beginning at the tenth space from the left margin, with appropriate quotation marks used.

Interruptions of Speech and Simultaneous Discussions. Interruptions of speech shall be denoted by the use of a dash at the point of interruption, and again at the point the speaker resumes speaking. At the discretion of the transcriber, simultaneous discussions may also be noted in this manner.

Punctuation and Spelling. Punctuation and spelling shall be appropriate standard usage. For example, if a question in "Q" and "A" is indeed a question, it should be followed by a question mark.

Page Heading (Also Known as "Headers"). A page heading is brief descriptive information noted to aid in locating a person and/or event in a transcript. A page heading should be provided on each page of witness testimony; a page heading is optional for other types of persons and/or event notations. Listing the last name of the witness or other party and the type of examination or other event is sufficient. Page headings shall appear above line 1 on the same line as the page number. This information is not to be counted as a line of transcript.

Parentheses. Parenthetical notations are generally marked by parentheses; however, brackets may be used.

Parenthetical notations shall begin with an open parenthesis on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin. Parentheses are used for customary introductory statements such as call to order of court or swearing in a witness. Parentheses are also used for indicating non-verbal behavior, pauses, and readback/playback.

Legibility. The original transcript and each copy are to be legible without any interlineations materially defacing the transcript.

Each transcript shall include a title page indicating:

- a. Court name.
- b. District.
- c. Case name.
- d. Civil or criminal docket case number.
- e. Name and title of judge or other judicial officer presiding.
- f. Type of proceeding.
- g. Date and time of proceeding.
- h. Volume number (if multi-volume).
- i. Name and address of each attorney and name of party represented.
- j. Whether a jury was present.
- k. If electronic sound recording equipment based, audio operator's name, plus name, address, and telephone number of transcription company.
- l. Method by which the proceedings were recorded and the method by which the transcript was produced.
- m. Beginning on the title page, the transcriber shall include the complete record of appearances.

The transcriber may charge for the title page as a full page of transcript.

Each volume shall contain an index which is to be numbered. It is preferable to have the index at the end. The court reporter may charge for the index page as a full page of transcript. The index shall indicate the pages at which the direct examination, cross-examination, redirect examination, recross-examination, further redirect examination, and the recall of each witness begins. The index shall also indicate on behalf of whom the witness or witnesses were called, such as "PLAINTIFF'S WITNESSES," "WITNESSES FOR THE GOVERNMENT," "DEFENDANT'S WITNESSES," "WITNESSES FOR THE DEFENSE." A separate table in the index should indicate the page at which any exhibit was marked for identification and received in evidence. In a protracted case (i.e., a transcript of one thousand pages or more) in addition to the individual index, there may be a master index set forth in its own separate volume, consisting of a compilation of all of the individual indexes. No charge is permitted additional to the normal page rates for keyword indexing services. No additional charge is permitted for the cost of the diskette itself.

Numbering Pages. The pages of the transcript shall be numbered in a single series of consecutive numbers for each proceeding, regardless of the number of days involved. The transcriber shall place the page number at the top right corner of the page flush with the right margin above the first line of transcription. The page number does not count as a line of transcript. The pagination of the transcript of the further proceedings in the same matter shall follow consecutively the pagination of earlier proceedings, unless the presiding official directs otherwise.

Numbering Volumes Multi-volume transcripts should be numbered in either of the following ways: Each volume of transcript should be numbered consecutively. One volume of transcript should be at least equal to one day of court proceedings. Pages may be numbered consecutively for each volume of transcript, with the cover page of each volume designated page 1. Using this method, page numbers will begin with a volume number followed by the page number.

The original and each copy of transcript shall be covered with front and back covers of good quality, consisting of white or colored 140 pound index paper, #1 sulphite paper, heavy weight transparent plastic, or similar material as the court approves.

If the transcription has punched holes, the transcript shall have three (3) holes in the left margin, the holes are to be 4-1/4" center to center, with the middle hole centered in the page.

The transcript for each proceeding shall be bound separately with a suitable fastener of permanent nature.

The transcriber shall authenticate the original transcript and each copy with a certification on the last page. No additional fee is to be charged for the authentication and the certification. The certification is to appear on the last page of each volume of transcript.

If more than one transcriber is involved in the production of the transcript being certified, then the certifications of each transcriber involved shall be required at the end of each volume. (Note: The contents of the title page should not be repeated as part of the certification.)

Electronic Sound Recording Certification.

"I (we), court approved transcriber(s), certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter."

Signature of Approved Transcriber Date

typed or printed name

C.5 COURT-FURNISHED SUPPORT

The Clerk's Office will provide the following items/support to the Contractor(s):

Office space to be used only for daily/hourly copy in the Philadelphia Federal Courthouse. Court provided office space will be a minimum of 100sq/ft. with one duplex electrical outlet.
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Office space to be used only for daily/hourly copy in the Cahn Courthouse and Federal Building. Court provided office space will be a minimum of 100sq/ft. with one duplex electrical outlet.

Office space to be used only for daily/hourly copy in the Madison Building. Court provided office space will be a minimum of 100sq/ft. with one duplex electrical outlet.

Office space to be used only for daily/hourly copy in the Nix Federal Building. Court provided office space will be a minimum of 150 sq/ft. with one duplex electrical outlet.
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The Contractor shall not assume or depend on any court assistance not listed here or on the specific task order.

SECTION D --PRESERVATION, PACKAGING, AND PACKING

D.1 JP3 Clause 2-45, Packaging and Marking (AUG 2004)

- (a) Unless otherwise specified, preservation, packaging, and marking for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contractor shall place the contract number and delivery order number, or purchase order, as applicable, on or adjacent to the exterior shipping label or include them on the internal packing slip. For any magnetic media provided, the contractor shall provide extra markings for protection against exposure to magnetic fields or temperature extremes.
- (b) All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices – e.g., if magnetic media is involved, extra marking shall be considered for protection against exposure to magnetic fields or temperature.

SECTION E --INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference

NUMBER	TITLE	Date
2-5B	Inspection of Services	Aug 2004

SECTION F--DELIVERIES OR PERFORMANCE

F.1 Clauses Incorporated by Reference

NUMBER	TITLE	Date
2-25A	Delivery Terms and Contractor's Responsibilities	Jan 2003
7-200	Government Delay of Work	Jan 2003

F.2 JP3 Clause 2-30A, Time of Delivery (JAN 2003)

- (a) The judiciary requires delivery to be made according to the delivery schedule specified in Section F of the contract schedule. The judiciary will evaluate offerors' proposed delivery schedules to determine the offer with the most advantageous delivery time to the judiciary. Offers that propose delivery that will not clearly fall within the required delivery period will be deemed unacceptable. The judiciary reserves the right to award on the basis of either the required delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than required. If the offeror proposes no other delivery schedule, the required delivery schedule will apply.
- (b) The required delivery schedule may be stated in terms of days after the effective date of the contract award or specific dates.

F.3 JP3 Clause 2-30B, Desired and Required Time of Delivery (JAN 2003)

- (a) The judiciary desires delivery to be made according to the following schedule:

Proposed Delivery Schedule		
CLIN Item #	Quantity	
0001 AA	per page	Within (25) twenty-five calendar days after receipt of an order.
0001 AB	per page	Within (25) twenty-five calendar days after receipt of an order.
0001 AC	per page	Within (25) twenty-five calendar days after receipt of an order.
0001 AD	per page	Within (7) seven calendar days after receipt of an order.

0001 AE	per page	Within (7) seven calendar days after receipt of an order.
0001 AF	per page	Within (7) seven calendar days after receipt of an order.
0001AG	per page	Prior to 8:30 am the following morning whether or not it actually is a court day.
0001 AH	per page	Prior to 8:30 am the following morning whether or not it actually is a court day.
0001 AI	per page	Prior to 8:30 am the following morning whether or not it actually is a court day.
0001 AJ	per page	Within (2) two hours
0001 AK	per page	Within (2) two hours
0001 AL	per page	Within (2) two hours

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule shall not extend the delivery period beyond the time for delivery in the judiciary's required delivery schedule as follows:

Required Delivery Schedule		
CLIN Item #	Quantity	
0001 AA	per page	Within (30) thirty calendar days after receipt of an order.
0001 AB	per page	Within (30) thirty calendar days after receipt of an order.
0001 AC	per page	Within (30) thirty calendar days after receipt of an order.
0001 AD	per page	Within (7) seven calendar days after receipt of an order.

0001 AE	per page	Within (7) seven calendar days after receipt of an order.
0001 AF	per page	Within (7) seven calendar days after receipt of an order.
0001AG	per page	Prior to 8:30 am the following morning whether or not it actually is a court day.
0001 AH	per page	Prior to 8:30 am the following morning whether or not it actually is a court day.
0001 AI	per page	Prior to 8:30 am the following morning whether or not it actually is a court day.
0001 AJ	per page	Within (2) two hours
0001 AK	per page	Within (2) two hours
0001 AL	per page	Within (2) two hours

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered non-responsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

Offeror's Proposed Delivery Schedule		
(Offeror insert specific details)		
CLIN Item #	Quantity	
0001 AA	per page	
0001 AB	per page	
0001 AC	per page	
0001 AD	per page	
0001 AE	per page	
0001 AF	per page	
0001 AG	per page	

0001 AH	per page	
0001 AI	per page	
0001 AJ	per page	
0001 AK	per page	
0001 AL	per page	

- (b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The judiciary will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the contracting officer through the ordinary mails. However, the judiciary will evaluate an offer that proposes delivery based on the contractor's date of receipt of the contract or notice of award by adding (5) five calendar days for delivery of the award through the ordinary mails, or (1) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered non-responsive and rejected.

F.4 JP3 Clause 2-60, Stop-Work Order (JAN 2003)

- (a) The contracting officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order will be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable with to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the contracting officer will either-
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the default, or the Termination for Convenience, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the contractor shall resume work. The contracting officer will make an equitable adjustment in the delivery schedule or contract price, or both, and the contract will be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this

- contract; and
- (2) The contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the contracting officer decides the facts justify the action, the contracting officer may receive and act upon the claim submitted at any time before final payment under this contract.
 - (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the judiciary, the contracting officer will allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
 - (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the contracting officer will allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.5 PERIOD OF PERFORMANCE

The period of performance for this contract is from the date of contract award through September 30, 2006 with four option periods thereafter. Option periods if exercised will be exercised pursuant to Clause I.2, Option to Extend the Term of the Contract.

Each task order issued will state the specific delivery requirements of that task.

SECTION G — CONTRACT ADMINISTRATION DATA

G.1 JP3 Clause 7-1, Contract Administration (JAN 2003)

- (a) The contracting officer and contracting officer's technical representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.
- (b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

G.2 JP3 Clause 7-5, Contracting Officer's Technical Representative (JAN 2003)

- (a) Upon award, a contracting officer's technical representative (COTR) may be appointed by the contracting officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.
- (b) The COTR, if appointed, may be assigned one or more of the following responsibilities:
 - (1) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
 - (2) notifying the contracting officer immediately if performance is not proceeding satisfactorily;
 - (3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
 - (4) providing the contracting officer a written request and justification for changes;
 - (5) providing interpretations relative to the meaning of technical specifications and technical advice relative to contracting officer's written approvals, and
 - (6) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

G.3 JP3 Clause 7-10, Contractor Representative (JAN 2003)

- (a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):
- Name:
 - Address:
 - Telephone:
 - Email:
 - Fax:
- (b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

G.4 JP3 Clause 7-125, Invoices (JAN 2003)

- (a) Invoices shall be submitted in an original and two (2) copies to the address specified on the SF 26 or SF 33 as applicable, or as otherwise specified with this contract. Invoices shall be submitted in accordance with the schedule for payments as set forth elsewhere under this contract.
- (b) The office that will make payments due under this contract will be designated as specified in the contract at the time of contract award.
- (c) To constitute a proper invoice, the billing document shall include the following information and/or attached documentation:
- (1) name of business concern and such business's Taxpayer Identification Number;
 - (2) period(s) covered by invoice and invoice date;
 - (3) purchase/delivery/task order or contract number or other authorization for delivery of property or services;
 - (4) for each line item - general description of product delivered or services rendered, measured unit, and associated price;
 - (5) payment terms;
 - (6) total amount billed;
 - (7) a subtotal of any and all fees or credits applied to the invoice;
 - (8) an amount due (if any) or credit balance;
 - (9) name (where practicable), title, phone number, fax number, and complete mailing address of the responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract;
 - (10) other substantiating documentation or information as required by the purchase/delivery/task order or contract;
 - (11) all follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification shall be directed

to relevant paying authority specified in the contract.

G.5 Delinquent Transcripts

- (a) The reporter may charge only 90 percent of the prescribed fee for transcript of a case on appeal not delivered within 30 days of the date ordered and payment received. For a transcript not delivered within 60 days of the date ordered and payment received, the reporter may charge only 80 percent of the prescribed fee. No fee may be charged which would be higher than the fee corresponding to the actual delivery time.
- (b) The Contracting Officer may grant a waiver of the above price reduction upon the written petition of the reporter stating that the reporter did not receive timely notice of the transcript order and/or satisfactory financial arrangements were not made.

SECTION H — SPECIAL CONTRACT REQUIREMENTS

H.1 Clauses Incorporated by Reference

NUMBER	TITLE	Date
1-1	Employment by the Government	Jan 2003
2-65	Key Personnel	Jan 2003
3-75	Limited Criminal Background Suitability Check	Jan 2003

H.2 MEETINGS/CONFERENCES

Contractor shall attend technical meetings and/or post-award/pre-performance conference and/or meetings during contract performance. Meetings as deemed necessary by the COTR will be held to resolve problems and to facilitate understanding of the technical requirements of the contract. The COTR will make a determination to call a meeting for the following issues:

- (1) Post award conference
- (2) Performance issues falling within the criteria of Section
- (3) Billing issues.

Participants at these meetings/conferences shall be members of the Contractor's technical staff and technical representatives of the Government. These meetings/conferences shall be scheduled with the agreement and arrangements made between the CO or their representative and the Contractor. All Contractor costs associated with the attendance at these meetings shall be incidental to the contract and not separately billed.

H.3 Confidentiality and Classified Data - AOUSC 2003

- (a) The Government and Contractor agree that neither expects the performance under this contract to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the Contractor shall consult with the Contracting Officer as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.
- (b) The Contracting Officer will advise the Contractor whenever the Government places a Reporting Services Order for a proceeding which will require the reporting of classified information or materials. The Contractor shall have the right to decline to provide a

Reporter, in which event such services shall be outside the scope of this contract.

- (c) The Contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the transcript, any information which the Presiding Judicial Official designates as "off the record" and all classified information and material.
- (d) The Contractor shall classify, safeguard, and otherwise act with respect to all classified information and material in accordance with applicable law and requirements of the Contracting Officer. The Contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the Contracting Officer, except as access may be necessary for authorized employees of the Contractor to perform transcription services under this contract.
- (e) Notwithstanding any other provision of this contract, the Contractor may deliver transcript containing classified material or information only to the Government. The Contractor shall never sell or deliver such transcript to a private person without the express written permission of the Contracting Officer. Notwithstanding any other provision of this contract, the Contractor shall never keep a copy of a transcript containing classified material or information after the delivery of the original transcript to the Contracting Officer.

SECTION I — CONTRACT CLAUSES

I.1 JP3 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (AUG 2004)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	DATE
1-5	Conflict of Interest	Aug 2004
1-10	Gratuities or Gifts	Jan 2003
1-15	Disclosure of Contractor Information to the Public	Aug 2004
2-5B	Inspection of Services	Aug 2004
2-55	Privacy or Security Safeguards	Jan 2003
2-80	Judiciary Property	Jan 2003
3-25	Protecting the Government's Interest when subcontracting with Contractors debarred, suspended or proposed for debarment.	Jan 2003
3-35	Covenant against Contingent Fees	Jan 2003
3-40	Restrictions on Subcontractor Sales to Govt	Jan 2003
3-45	Anti-Kickback Procedures	Jan 2003
3-50	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	Jan 2003
3-55	Price or Fee Adjustment for Illegal or Improper Activity	Jan 2003
3-65	Limitation on Payments to Influence Certain Federal Transactions	Jan 2003
3-105	Audit of Records - Negotiations	Jan 2003

3-120	Order of Precedence	Jan 2003
3-160	Service Contract Act of 1965, as Amended	Jan 2003
3-175	Fair Labor Standards Act and Service Contract Act	Jan 2003
3-205	Protest after Award	Jan 2003
4-5	Ordering	Jan 2003
4-15	Definite Quantity	Jan 2003
4-20	Requirements	Jan 2003
4-25	Indefinite Quantity	Jan 2003
6-20	Insurance - Work on a Judiciary Installation	Jan 2003
6-40	Federal, State, and Local Taxes	Jan 2003
6-65	Rights in Data - Special Works	Aug 2004
7-15	Observance of Regulations/Standards of Conduct	Jan 2003
7-25	Indemnification (Judiciary Property)	Aug 2004
7-30	Public Use of the Name of the Federal Judiciary	Jan 2003
7-35	Disclosure or Use of Information	Aug 2004
7-40	Contractor Relationships	Jan 2003
7-85	Examination of Records	Jan 2003
7-110	Bankruptcy	Jan 2003
7-115	Availability of Funds	Jan 2003
7-130	Interest (Prompt Payment)	Jan 2003
7-135	Payments	Jan 2003
7-140	Discounts for Prompt Payment	Jan 2003

7-150	Extras	Jan 2003
7-185	Changes	Jan 2003
7-210	Payment for Emergency Closures	Aug 2004
7-205	Payment for Judiciary Holidays	Jan 2003
7-215	Notification of Ownership Changes	Jan 2003
7-220	Termination for Convenience of the Judiciary (Fixed-Price)	Jan 2003
7-230	Termination for Default - Fixed-Price Products and Services	Jan 2003
7-235	Disputes	Jan 2003

I.2 JP3 Clause 2-90C, Option to Extend Services (JAN 2003)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract.

I.3 JP3 Clause 2-90D, Option to Extend the Term of the Contract (JAN 2003)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days of the expiration of the contract, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months from the date of contract award.

I.4 JP3 Clause 4-10, Order Limitations (JAN 2003)

- (a) Minimum order When the judiciary requires products or services covered by this contract in an amount less than one page, the judiciary is not obliged to purchase, nor is the

- contractor obligated to furnish, those products or services under this contract.
- (b) Maximum order The contractor is not obligated to honor:
- (1) any order for a single item in excess of 500 pages per day
 - (2) any order for a combination of items in excess of 2500 pages ; or
 - (3) a series of orders from the same ordering office in the course of five business days that together call for quantities exceeding the limitations stated in subparagraph (b)(1) or (b)(2) above.
- © If this is a requirements contract, the judiciary is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations stated in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office according to the table below, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the judiciary may acquire the products or services from another source.

Type of Transcript Response	Time Frame
Hourly	Within 3 business days of receipt of the order.
Daily	Within one hour of receipt of the order.
Expedited	Within one hour of receipt of the order.
Normal	Within 3 business days of receipt of the order.

I.5 JP3 Clause 7-20, Security Requirements (JAN 2003)

The Contractor shall provide competent personnel to perform the services under this contract. Work shall be performed in accordance with judiciary security requirements, and the best commercial practices without unnecessary delays or interference with the judiciary's mission or functions. Personnel visiting court sites to provide support covered under this contract may be subjected to FBI screening and U.S. Marshal inspection.

I.6 JP3 Clause 7-120, Availability of Funds for the Next Fiscal Year (JAN 2003)

Funds are not presently available for performance under this contract beyond September 30, 2005. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract beyond September 30, 2005, until funds are made available to the contracting officer for performance and until the contracting officer receives notice of availability, to be confirmed in

writing by the contracting officer.

SECTION J — LIST OF ATTACHMENTS

J.1 Maximum Transcript Rates

Attachment J-1

"The Conference, pursuant to 28 U.S.C. § 753(f) authorized district courts to prescribe fees which court reporters may charge and collect for transcripts requested by the parties, including the United States, at the following rates." (Report of the Proceedings of the Judicial Conference of the United States, March 1980, pages 17 and 18.)

MAXIMUM TRANSCRIPT RATES - ALL PARTIES PER PAGE

	<u>Original</u>	<u>First Copy to Each Party</u>	<u>Each Add'l Copy to the Same Party</u>
<u>Ordinary Transcript</u> A transcript to be delivered within thirty (30) calendar days after receipt of an order	3.00	0.75	0.50
<u>Expedited Transcript</u> A transcript to be delivered within seven (7) calendar days after receipt of an order	4.00	0.75	0.50
<u>Daily Transcript</u> A transcript to be delivered following adjournment and prior to the normal opening hour of the court on the following morning whether or not it actually is a court day	5.00	1.00	0.75
<u>Hourly Transcript</u> A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours	6.00	1.00	0.75
<u>Realtime Transcript</u> A draft unedited transcript produced by a certified realtime reporter as a byproduct of realtime to be delivered electronically during proceedings or immediately following adjournment.	1.00	1.00	n/a

Transcript in CJA Cases

In multi-defendant cases involving CJA defendants, no more than one transcript should be purchased from the court reporter on behalf of CJA defendants. One of the appointed counsel or the clerk of court should arrange for the duplication, at commercially competitive rates, of enough copies of the transcript for each of the CJA defendants for whom a transcript has been approved. The cost of such duplication will be charged to the CJA appropriation. This policy would not preclude the furnishing of duplication services by the court reporter at the commercially competitive rate.

In order for the public to be aware of the maximum transcript fees to be charged, a schedule of the prescribed fees is to be posted prominently in the Clerk's office." (Report of the Proceedings of the Judicial Conference of the United States, March 1982, page 9.)

Due to the potentially widespread use by parties of diskette copies of transcripts, the Conference approved an increase in the rates allowed for diskette transcripts to make these rates the same as those allowed for paper transcripts....No additional charge is permitted for the cost of the diskette itself....The transcript copy filed with the clerk of court pursuant to 28 U.S.C. § 753(b) must be on paper; diskettes may be sold only if a paper copy is produced, certified, and filed with the clerk of court for the records of the court." (Report of the Proceedings of the Judicial Conference of the United States, September 1991, page 65.)

**SECTION K — REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

K.1 JP3 Provision 3-5, Taxpayer Identification (JAN 2003)

(a) *Definitions*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN):*

☐ TIN has been applied for.

☐ TIN is not required, because: _____

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

- ☐ foreign government;
- ☐ international organization per-26 CFR 1.6049-4;
- ☐ other _____.

(f) *Common parent*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent
Name _____
TIN _____

K.2 JP3 Provision 3-15, Place of Performance (JAN 2003)

If the judiciary intends or the offeror proposes, in the performance of any contract resulting from this solicitation, to use one or more facilities located at address different from the offeror's address as indicated in this offer, the offeror shall include in its offer a statement referencing this provision and identifying those facilities by street address, city, country, state, and ZIP code, and the name and address of the operators of those facilities if other than the offeror.

K.3 JP3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (JAN 2003)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
 - (i) the offeror and/or any of its principals:
 - (A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - (C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
 - ii. The offeror ___ has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
 - (3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.
- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
 - (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

K.4 JP3 Provision 3-30, Certificate of Independent Price Determination (JAN 2003)

- (a) The offeror certifies that:
 - (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
 - (A) those prices;
 - (B) the intention to submit an offer; or
 - (C) the methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and

- (3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
 - (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2)
 - (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *(insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);*
 - (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 JP3 Provision 3-60, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (JAN 2003)

- (a) The definitions and prohibitions contained in the clause 3-65 "Limitation on Payments to Influence Certain Federal Transactions," included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - (1) no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;

- (2) if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, a disclosure to the contracting officer; and
- (3) he or she will include the language certifying this in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of the judiciary's small purchase threshold shall certify and disclose accordingly.
- (4) submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure to be filed or amended by this provision, will be subject to civil penalty of not less than \$10,000.00 and not more than the judiciary's small purchase threshold, for each such failure.

K.6 JP3 Provision 3-130, Authorized Negotiators (JAN 2003)

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: _____
Titles: _____
Telephone: _____
Fax: _____
Email: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

NUMBER	TITLE	DATE
3-10	Contractor Identification Number - Data Universal Numbering System (DUNS) Number	Jan 2003
3-80	Submission of Offers	Jan 2003
3-85	Explanation to Prospective Offerors	Aug 2004
3-90	Late Submission, Modifications and Withdrawal of Offers	Jan 2003
3-95	Preparation of Offers	Jan 2003
3-100	Instructions to Offerors	Jan 2003
3-115	Facsimile Offers	Jan 2003
3-125	Acknowledgment of Solicitation Amendments	Jan 2003
3-135	Single or Multiple Awards	Jan 2003
7-60	Judiciary Furnished Property of Services	Jan 2003

L.2 JP-3 Provision 3-210, Protests (AUG 2004)

- (a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage

parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.

- (b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
 - (1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
 - (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or shall have been known. Protest based on alleged improprieties in a solicitation which are apparent prior to offer opening or the closing date for receipt of offers, shall be filed prior to offer opening or the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
 - (3) the protest shall include the following information:
 - (i) name, address, and fax and telephone numbers of the protester;
 - (ii) solicitation or contract number;
 - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
 - (iv) copies of relevant documents;
 - (v) request for a ruling by the judiciary;
 - (vi) statement as to the form of relief requested;
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
 - (viii) all information establishing the timeliness of the protest.
- (c) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Michael Sienkiewicz, Property & Procurement Administrator, U.S. District Court, Clerk's Office, 2609 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797.
- (d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum

L.3 JP-3 Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award an indefinite-delivery indefinite-quantity type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

L.4 INQUIRIES

The individual responsible for supplying additional information and answering inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Answers to questions will be provided to all Offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, all questions should be received by the Contracting Officer NO LATER THAN May 27, 2005.

All correspondence relating to the solicitation document may be emailed to Mike_Sienkiewicz@paed.uscourts.gov or shall be submitted to:

**U.S. District Court, Clerk's Office
2225 U.S. Courthouse
601 Market Street
Philadelphia, PA 19106-1797
Attn: Michael Sienkiewicz
USDC-EDPA-05-006**

NO Telephone questions will be answered.

L.5 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

This section provides instructions on how to prepare and submit a proposal in response to this Solicitation.

L.5.1 PROPOSAL INSTRUCTIONS

The Offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the Offeror wishes to bring to the attention of the U.S. District Court, EDPA Clerk's Office.

The Offeror shall furnish two (2) copies hard copies and one (1) electronic copy in PDF format of Volume I: Business Proposal and two (2) hard copies and one (1) electronic copy in PDF format of Volume II: Technical Proposal.

L.5.2 PROPOSAL FORMAT

Pages in each proposal volume are to be consecutively numbered using the volume number followed by standard Arabic numbers.

L.6 VOLUME I: PRICE PROPOSAL

This volume of the proposal, submitted in two (2) hard copies and one (1) electronic copy in PDF format , shall consist of the five sections described below:

L.6.1 PART 1 - COVER SHEET

Blocks 13, 14, 15, 16, and 18 of page 1 of Standard Form 33 (Section A of the RFP) will be completed by the Offeror, and Block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. Therefore, the form shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority.

L.6.2 PART 2 - SECTION K (REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR)

The Offeror shall check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and resubmit the full section as part of Volume I of the proposal.

L.6.3 PART 3 - ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

The Offeror shall submit under this section, all assumptions (if any), conditions, or exceptions upon which the contractual and cost/price part of this proposal is based. If not listed here, it will be assumed that none exist, including any which may be buried in the Offeror's technical and price proposals.

L.6.4 PART 4 - COMPLETED SECTION B

In this section, offerors shall provide separate pricing for each Contract Line Item Number in Section B of the solicitation. The services and price shall include all services, including but not limited to, equipment, personnel, government certifications, and fuel surcharges. The price for ordinary postage shall be included in the prices set forth below. If a party requests accelerated delivery, the contractor may bill the party for the difference between ordinary postage costs and the cost for expedited delivery.

Prices shall include a complete list of all services required to satisfy the requirements stated

herein. The unit prices for services shall not include federal, state, or local taxes and duties in effect on the contract date. A separate, itemized list of these taxes that would be included in the invoices, including the name of the tax, jurisdiction by name, and applicable tax rate shall be provided in Section B line items 0001 AM, 0002 AM, 0003 AM, 0004 AM, and 0005 AM. Excepted taxes as defined in JP3 Clause 6-40, shall be included in the contract price, but not itemized on the invoices.

All prices shall be firm-fixed.

L.7 VOLUME II: TECHNICAL PROPOSAL

Volume II: The Technical Proposal shall address the technical acceptability of the offeror with regard to its understanding and acceptance of the requirements set forth in the statement of work. Volume II shall consist of the following parts/sections:

L.7.1 PART 1 - CONTRACT COMPLIANCE

In order to have an acceptable proposal, the Offeror shall acknowledge acceptance of the requirements set forth in the Statement of Work (SOW), Sections C.2 through C.5 of the solicitation by providing a narrative. This acknowledgment shall consist of a brief narrative for each SOW section (C.2 through C.5), the offeror's understanding of each of these sections and compliance.

L.7.2 PART 2 - OFFEROR'S REFERENCES

The Offeror shall provide references with a minimum of three and a maximum of five sites (preferably other Federal Courts, Pennsylvania State Courts, New Jersey State Courts, Delaware State Courts and Federal Government agencies) at which the services described herein have been provided, in the area covered by the Third Circuit Court of Appeals. At a minimum, each reference site description shall include the following information:

- Department name, names of agencies supported.
- Original contract value and duration, and total value to date of all modifications/follow-ons to the original contract.
- Technical Point of Contact: name, title, address, and telephone number.
- Contracting Officer: name, address, and telephone number.
- Description of the contract effort and the date.
- If Contractor has provided daily copy within the last 6 months, please provide the docket number and the name of the attorney who ordered the transcripts.

References will be evaluated to assess Contractor responsibility.

L.7.3 PART 3 - DELIVERY SCHEDULE

The Offeror shall provide the delivery schedule specified in Section F.3.

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 PROVISIONS INCORPORATED BY REFERENCE (AUG 2004)

NUMBER	TITLE	Date
2-85A	Evaluation Inclusive of Options	Jan 2003

M.2 EVALUATION PROCESS

M.2.1 EVALUATION OF PROPOSALS

M.2.1.1 GENERAL

1. This procurement is being conducted using formal source selection procedures, and contract awards will be made to the Offerors proposals that conforms to the solicitation, and is determined to offer the best value to the Government in accordance with the requirements stated below.

2. The evaluation will be conducted using the evaluation criteria as set forth in this Section. Each initial offer should contain the Offeror's best terms from a technical and price standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the Contracting Officer to fully explore and evaluate the merits of proposals submitted.

M.2.1.2 EVALUATION APPROACH

Each proposal submitted in response to this solicitation shall be evaluated for technical acceptability, technical excellence, and price reasonableness. Proposals shall be initially evaluated for technical acceptability. Only those proposals found technically acceptable will be considered for evaluation of technical excellence and price. In determining the best value, technical excellence is more important than price.

M.2.1.2.1 TECHNICAL ACCEPTABILITY EVALUATION

To be considered technically acceptable, the proposal shall be evaluated for the following:

1. Contract Compliance: The Contractor shall acknowledge its understanding and acceptance of requirements set forth in the Statement of Work, Sections C.2 through C.4 of the solicitation.. Any Offeror failing to comply with all of the requirements of Section C.2 through C.3 shall be determined to be technically unacceptable, and shall be not be considered further for contract award. The Government reserves the right to seek clarifications or corrections prior to determining a proposal technically acceptable or unacceptable.

M.2.1.2.2 TECHNICAL EXCELLENCE EVALUATION

The Technical Excellence Factors will be evaluated to determine which proposal offers the best technical value to the government. The proposals will be evaluated based on the evaluation factors set forth below:

Technical Excellence Factors

- A. Corporate Experience (L.7.2)
- B. Past Performance (L.7.2)
- C. Delivery Schedule (L.7.3)

With respect to the evaluation of Technical Excellence factors, factors A and B are of equal importance. Factors A and B are more important than factor C. For each factor, the evaluation will consist of an assessment of the degree to which the services offered in the proposal provide added value, added capability, and/or reduced risk. A preference will be awarded to those Contractors who have prior experience in providing transcript services to the U.S. Courts.

M.2.1.2.3 PRICE EVALUATION

Price will be evaluated using price analysis techniques. The offeror's proposed prices will be evaluated for reasonableness. Offers that are unrealistically high or low in price will be considered indicative of a lack of understanding of the complexity and risk associated with the work performed under the contract. Offers that contain unrealistic prices will not be considered for award. The total price for the base period and all option periods will be added together in determining the total evaluated price.

M.3 CONTRACT AWARD

The Clerk's Office intends to award a multiple award contract resulting from this solicitation. Contract award will be made to the responsible offerors, each of whose offer represents the best overall value, given the outcome of the Clerk's Office's evaluation of each offeror's technical proposal and price. In selecting the best overall value, the Clerk's Office will consider the quality offered for the evaluated price. The relative quality of offers will be based upon the Clerk's Office's assessment of whether the technical excellence offered in the proposal provides added value, added capability, and/or reduced risk.

M.4 JP-3 Provision 3-70, Determination of Responsibility (JAN 2003)

A determination of responsibility will be made on the apparent successful offeror(s) prior to contract award. If the prospective contractor(s) is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected

based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.